

**LONG TERM DISABILITY INSURANCE**

**Citigroup Inc.**

**Certificate Date: January 1, 2016**

Certificate Number 9

## INTRODUCTION

We are pleased to present you with a Certificate of Insurance for group disability insurance. This Certificate states your benefits and summarizes some special services available to you at no additional cost. All of us appreciate the financial protection that group benefit plans provide in the event of illness or injury. Group disability insurance is an especially important benefit since it replaces a reasonable portion of your income lost due to a disability.

Your Employer recognizes the value of your services and the impact your absence can have on the organization. Therefore your benefit plan has been designed with a goal of rehabilitation and return to work in mind. The plan offers financial incentives for returning to work, while still receiving a benefit.

The benefits outlined in this Certificate are the foundation for comprehensive managed disability services. These special services focus on your *abilities*, versus a disability, and are available to you at no additional cost. They are tailored to meet your individual needs and are designed to help you to return to work as soon as possible. Managed disability services may also coordinate with other benefit programs in which you participate.

Your comprehensive disability program includes:

**Financial Incentives** for returning to work.

**Rehabilitation Program** that focuses on vocational rehabilitation, which means identifying the necessary training, therapy, job modifications and accommodations that can help you return to work.

**Early Assistance Program** offering rehabilitation assistance both *before and after* you file a claim for Long Term Disability Benefits.

**Social Security Assistance Program** to help make the Social Security Insurance application and approval process easier for you.

**Easy Claim Application Process** that may be started simply by calling an "800" claims hotline or sending us a claim form. Initial submission of the claim should be made no later than 12 weeks following your original date of disability or as soon as reasonably possible thereafter.

This Certificate is in an easy-to-read format and we urge you to read it carefully. We also recommend you keep it with your other important records for future reference. If you have any questions about the Certificate or the benefits it provides, please contact your Employer.



Metropolitan Life Insurance Company  
200 Park Avenue, New York, New York 10166

**CERTIFICATE OF INSURANCE**  
**for the Employees of**  
**Citigroup Inc.**  
**(called the Employer)**

This is your Certificate of Insurance for Long Term Disability Insurance as long as you are insured under This Plan. The Group Policy and this Certificate may be changed or canceled according to the terms, conditions and provisions of the Group Policy. This Certificate describes the benefits under the Plan in effect as of January 1, 2016. Any prior Certificate relating to the coverage set forth herein is void.

The Group Policy is delivered in and administered according to the laws of the governing jurisdiction.

Whenever a reference to "you" or "your" is made in this Certificate of Insurance, it means the covered Employee. Reference to "we", "us" or "our" means MetLife. Reference to "This Plan" means that part of the Employer's plan of employee benefits that is insured by MetLife.

Steven A. Kandarian  
Chairman of the Board, President and Chief Executive Officer

Group Policy No.: 1137000-2-G

**FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.**

**Florida Residents: The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.**

**For Maryland residents: The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.**

Form G.24303-Cert.

**For Texas Residents:**

**Para Residentes de Texas:**

**IMPORTANT NOTICE**

**AVISO IMPORTANTE**

To obtain information or make a complaint:

Para obtener información o para someter una queja:

You may call MetLife's toll free telephone number for information or to make a complaint at

Usted puede llamar al numero de teléfono gratis de MetLife para información o para someter una queja al

1-800-243-8786

1-800-243-8786

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104

P.O. Box 149104

Austin, TX 78714-9104

Austin, TX 78714-9104

Fax # (512) 475-1771

Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Web: <http://www.tdi.state.tx.us>

Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should You have a dispute concerning Your premium or about a claim, You should contact MetLife first. If the dispute is not resolved, You may contact the Texas Department of Insurance.

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**ATTACH THIS NOTICE TO YOUR CERTIFICATE:**

This notice is for information only and does not become a part or condition of the attached document.

**UNA ESTE AVISO A SU CERTIFICADO:**

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

**Arkansas residents please be advised of the following:**

**IMPORTANT NOTICE**

**IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER OR GROUP ACCOUNT ADMINISTRATOR. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:**

**1-800-638-5433**

**IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:**

**ARKANSAS INSURANCE DEPARTMENT  
CONSUMER SERVICES DIVISION  
1200 WEST THIRD STREET  
LITTLE ROCK, ARKANSAS 72201-1904  
(501) 371-2640 or (800) 852-5494**

California residents please be advised of the following:

**IMPORTANT NOTICE**

**TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT METLIFE AT:**

**METROPOLITAN LIFE INSURANCE COMPANY  
200 PARK AVENUE  
NEW YORK, NY 10166  
ATTN: CORPORATE CONSUMER RELATIONS DEPARTMENT  
1-800-638-5433**

**IF, AFTER CONTACTING METLIFE REGARDING A COMPLAINT, YOU FEEL THAT A SATISFACTORY RESOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:**

**CALIFORNIA DEPARTMENT OF INSURANCE  
300 SOUTH SPRING STREET  
LOS ANGELES, CA 90013  
1-800-927-4357 (within California)  
1-213-897-8921 (outside California)**

**Georgia residents please be advised of the following:**

**IMPORTANT NOTICE**

**The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.**

**Idaho residents please be advised of the following:**

**IMPORTANT NOTICES**

**IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:**

**1-800-638-5433**

**IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:**

**IDAHO DEPARTMENT OF INSURANCE  
CONSUMER AFFAIRS  
700 WEST STATE STREET, 3<sup>RD</sup> FLOOR  
PO BOX 83720  
BOISE, IDAHO 83720-0043  
1-800-721-3272 OR [WWW.DOI.IDAHO.GOV](http://WWW.DOI.IDAHO.GOV)**



## NOTICE FOR RESIDENTS OF MASSACHUSETTS RESIDENTS

### CONTINUATION OF DISABILITY INCOME INSURANCE

If your disability income insurance ends due to a Plant Closing or Covered Partial Closing, your coverage will continue for a 90 day period after the date it ends.

If your disability income insurance ends because:

- you cease to be in an eligible class; or
- your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of your disability income insurance under the TERMINATION OF COVERAGE subsection will end before the end of continuation periods shown above if you become covered for similar benefits under another plan.

**Plant Closing** and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

## **Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association**

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - o \$500,000 in death benefits
  - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits
  - o \$500,000 in long-term care insurance benefits
  - o \$500,000 in disability income insurance benefits
  - o \$500,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

**Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.**

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.utlifega.org](http://www.utlifega.org) or contact:

Utah Life and Health Insurance Guaranty Assoc.  
60 East South Temple, Suite 500  
Salt Lake City UT 84111  
(801) 320-9955

Utah Insurance Department  
3110 State Office Building  
Salt Lake City UT 84114-6901  
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

**Virginia residents please be advised of the following:**

**IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Metropolitan Life Insurance Company  
200 Park Avenue  
New York, New York 10166  
Attn: Corporate Consumer Relations Department

To phone in a claim related question, you may call Claims Customer Service at:

1-800-638-5433

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23218

1-877-310-6560 - toll-free

1-804-371-9691 - locally

[www.scc.virginia.gov](http://www.scc.virginia.gov) - web address

[ombudsman@scc.virginia.gov](mailto:ombudsman@scc.virginia.gov) - email

Wisconsin residents please be advised of the following:

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Metropolitan Life Insurance Company  
Attn: Corporate Consumer Relations Department  
200 Park Avenue  
New York, NY 10166  
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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## PLAN HIGHLIGHTS

This Plan Highlights section is a summary of your Long Term Disability Benefits and provisions. See the rest of your Certificate for more information.

It is important to read the rest of your Certificate. It describes your benefits as well as any exclusions and limitations that apply to these benefits. Please read it carefully. You should talk with your Employer if you have any questions.

You will notice that some of the terms used in your Certificate begin with capital letters. These terms have special meanings. They are explained in this Certificate.

### EMPLOYEE ELIGIBILITY

**Eligible Employee:** a person who is employed on a full-time or part-time basis and paid for services by the Employer:

1. scheduled to work at least 20 hours each week;
2. at the Employer's location; and:
  - a. is paid via the electronic payroll system approved by the Employer if not located in Puerto Rico; or
  - b. is located in Puerto Rico, regardless of payroll system.

**Class I:** All Eligible Employees earning \$50,000.99 or less.

**Class II:** All Eligible Employees earning at least \$50,001.00, up to and including \$149,999.99.

**Class III:** All Eligible Employees earning \$150,000.00, up to and including \$500,000.00.

**Employer** includes Citigroup Inc. and each subsidiary, affiliate, division or branch that is listed in Exhibit 3 of this Group Policy.

**Eligibility Waiting Period:**

**Active Employees on and after January 1, 2016:** None

**Eligibility Date:** January 1, 2016 or the date you become an Eligible Employee, whichever is later.

## LONG TERM DISABILITY BENEFITS

**Monthly Benefit:** 60% of the first \$500,000 of your Predisability Earnings, reduced by Other Income Benefits. Other Income Benefits are described in Section B. of Long Term Disability Benefits.

**Maximum Monthly Benefit:** \$25,000

**Minimum Monthly Benefit:** 10% of the Monthly Benefit before reductions for Other Income Benefits or \$100, whichever is greater. The Minimum Monthly Benefit will not apply if you are in an Overpayment situation or are receiving income from employment.

**Elimination Period:** 13 weeks of receiving continuous disability benefit payments under the Employer's Short-Term Disability Benefit program.

**Maximum Benefit Duration:** The duration shown below:

<u>Age on Date Disability Starts</u>	<u>Maximum Benefit Duration</u>
Less than 60	To age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

### **Work Incentive:**

**Work while Disabled:** No offset for employment earnings during the first 12 months after you have satisfied your Elimination Period. However, your Monthly Benefit may be reduced if the total income you are receiving exceeds 80% of your Predisability Earnings or Indexed Predisability Earnings.

**Survivors Benefit:** A lump sum equal to 6 times the Monthly Benefit before reductions for Other Income Benefits.

**Conversion Privilege:** If your coverage under This Plan terminates (not related to retirement, as defined by the Employer), you may be eligible to convert to a long term disability conversion plan.

## LIMITATIONS

**Limitation for Pre-existing Conditions:** Coverage for Pre-existing Conditions begins 12 months after your Effective Date of coverage.

### **Limitation For Disabilities Due to Particular Conditions**

#### **Limitation for Disability due to Mental or Nervous Disorders or Diseases:**

Coverage for 24 Monthly Benefits in your lifetime, or the Maximum Benefit Duration, whichever is less. Benefits may continue beyond 24 months as described in the **Limitation for Disability due to Mental or Nervous Disorders or Diseases** provision, subject to certain requirements.

#### **Limitation for Drug, Alcohol or Substance Abuse or Dependency:**

One period of Disability in your lifetime for up to: 24 Monthly Benefits; your successful completion of an approved rehabilitative program; your ceasing or refusing to participate in a rehabilitative program; or the Maximum Benefit Duration; whichever is less.

## CONTRIBUTIONS

If you are in Class I, your Long Term Disability Benefits are paid for by your Employer.

If you are in Class II or III your Long Term Disability Benefits are paid for by you.

## BENEFITS CHECKLIST

In order to receive benefits under This Plan, you must provide to us at your expense, and subject to our satisfaction, all of the following documents. These are explained in this Certificate. Initial submission of these documents should be made no later than the 12th week following your original date of disability.

- ✓ Proof of Disability.
- ✓ Evidence of continuing Disability.
- ✓ Proof that you are under the Appropriate Care and Treatment of a Doctor throughout your Disability.
- ✓ Information about Other Income Benefits.
- ✓ Any other material information related to your Disability which may be requested by us.

Form G.24303-A



## EMPLOYEE ELIGIBILITY

### Active Employee

You are an Active Employee if you:

1. are an Eligible Employee working for the Employer doing all the material duties of your occupation at (i) your usual place of business; or (ii) some other location that your Employer's business requires you to be;  
and
2. are not a temporary or seasonal employee.

You will be deemed an Active Employee if:

1. you meet the above conditions; and
2. you are absent from work solely due to vacation days, holidays, scheduled days off, or approved leaves of absence not due to Disability.

### Effective Date of Coverage

If you are a member of **Class I**:

You will be covered on the later of the following dates:

1. your Eligibility Date as described in Plan Highlights; or
2. the date you meet the Active Employee requirements.

If you are a member of **Class II or III**:

You may participate in the benefit plan which your Employer has established. Under such plan, there are rules regarding the time frames during which you may make a request to be covered under this certificate with respect to benefits that are paid for by you. Your Employer can provide you with more information regarding the benefits plan.

1. If you were hired as a Class I employee, and due to an increase in your Predisability Earnings, you become a Class II or III, you will be automatically enrolled for coverage for the next calendar year as a Class II or III Employee. Provided that you do not decline coverage, your coverage will be effective on January 1 of the next calendar year.
2. If you were hired as a Class II or III employee, you will be automatically enrolled for coverage. Provided that you do not decline coverage, you will be covered on the later of the following dates:
  - a. your Eligibility Date as described in Plan Highlights; or
  - b. the date you meet the Active Employee requirements.

If you do not wish to be enrolled, you must make a written request to the Employer declining coverage within 90 days of the Effective Date of Coverage in the manner specified by the Employer.

If you previously declined coverage, and subsequently have a Qualifying Event, you may, within thirty-one days of that Qualifying Event, make a request to become covered for benefits that are paid for by you under this certificate. You will become covered on the first day of the month following the date of your request.

"Qualifying Event" means a change in your family status due to one or more of the following events:

1. marriage, including entering into a civil union partnership or a Domestic Partnership;
2. birth, adoption or placement for adoption of a dependent child;
3. divorce, legal separation or annulment;
4. death of a dependent.

If you previously declined coverage, and you make a subsequent request, unrelated to a Qualifying Event, to be covered under this certificate, Evidence of Good Health must be given to us.

"Evidence of Good Health" is a statement providing your medical history. We will use this statement to determine your insurability under this certificate. This statement must be provided to us at your expense.

If, during an annual enrollment period, subsequent to your initial eligibility period (new hire or after an increase in your Predisability Earnings that moves you to Class II or III), you make a request to become covered for benefits that are paid for by you under this certificate, Evidence of Good Health must be given to us. If we determine your insurability under this certificate, you will become covered on the later of the following:

- a. the first day of the calendar year following the annual enrollment period; or
- b. the date we state in writing.

### **Changes in Amount of Monthly Benefit**

The amount of your Monthly Benefit may change as a result of a change in your earnings or class. The new Monthly Benefit amount:

1. will take effect on the January 1<sup>st</sup> following the change; and
2. will apply only to Disabilities commencing thereafter.

However, if you are not an Active Employee on the above date, the new Monthly Benefit amount will take effect on the date you are again an Active Employee.

Form G.24303-B-CTG-2

## **LONG TERM DISABILITY BENEFITS**

### **A. Monthly Benefit**

You will be paid a Monthly Benefit, in accord with Plan Highlights, if we determine that:

1. you are Disabled; and
2. you became Disabled while covered under This Plan.

Benefits will begin to accrue on the date following the day you complete your Elimination Period. Payment of the Monthly Benefit will start at the end of the month after completion of the Elimination Period. Subsequent payments will be made each month thereafter. Payment is based on the number of days you are Disabled during each one month period.

Contributions are not required for the time that Monthly Benefits are payable.

After we determine that you are Disabled, your Monthly Benefits will not be affected by:

1. termination of This Plan;
2. termination of your coverage; or
3. any plan change that is effective after the date you became Disabled.

## **When Benefits End**

Monthly Benefits will end on the earliest of the following dates:

1. the end of the Maximum Benefit Duration;
2. the end of the period specified in the Limitation for Disabilities Due to Particular Conditions;
3. the date you are no longer Disabled;
4. the date you fail to provide us with any of the information listed in Plan Highlights under Benefits Checklist;
5. the day you die;
6. the date you fail to attend a medical examination requested by us as described in Medical Examination.

If you are a member of Class I, your Monthly Benefits will end on the date you cease or refuse to participate in a Rehabilitation Program approved by your Doctor as described in Work Incentive.

## **Elimination Period**

Your Elimination Period begins on the day you become Disabled. It is a period of time during which no benefits are payable. Your Elimination Period is shown in Plan Highlights. You must be under the continuous care of a Doctor during your Elimination Period. You may temporarily recover from your Disability during your Elimination Period. If you then become Disabled again due to the same or related condition, you may not have to begin a new Elimination Period.

## **Temporary Recovery During Your Elimination Period**

If you return to work for 30 days or less either full-time or part-time during your Elimination Period, those days will count towards your Elimination Period. The Elimination Period will be extended by the amount of time you have returned to active work. However, if you return to work for more than 30 days before satisfying your Elimination Period, you will have to begin a new Elimination Period.

Temporary Recovery means you cease to be Disabled. During a period of Temporary Recovery you will not qualify for any change in coverage caused by a change in any of the following:

1. the rate of earnings used to determine your Predisability Earnings; or
2. the terms, provisions, or conditions shown in your Certificate of Insurance.

## **Definition of Disability**

If you are a member of Class I, "Disabled" or "Disability" means that, due to sickness, pregnancy or accidental injury, you are receiving Appropriate Care and Treatment from a Doctor on a continuing basis; and

1. During the Elimination Period you are Totally Disabled;

"Totally Disabled" or "Total Disability" means that, due to sickness, pregnancy or accidental injury, you are receiving Appropriate Care and Treatment from a Doctor on a continuing basis, and during your Elimination Period, you are unable to perform your Own Occupation for any employer in your Local Economy.

2. after your Elimination Period and during the next 24 month period, you are unable to earn more than 80% of your Predisability Earnings at your Own Occupation for any employer in your Local Economy;  
or
3. after the 24 months period, you are unable to earn more than 60% of your Predisability Earnings from any employer in your Local Economy at any gainful occupation for which you are reasonable qualified taking into account your training, education, experience and Predisability Earnings.

If you are a member of Class II, "Disabled" or "Disability" means that, due to sickness, pregnancy or accidental injury, you are receiving Appropriate Care and Treatment from a Doctor on a continuing basis;  
and

1. During the Elimination Period you are Totally Disabled;
2. after your Elimination Period and during the next 60 month period, you are unable to earn more than 80% of your Predisability Earnings at your Own Occupation for any employer in your Local Economy;  
or
3. after the 60 month period, you are unable to earn more than 60% of your Predisability Earnings from any employer in your Local Economy at any gainful occupation for which you are reasonable qualified taking into account your training, education, experience and Predisability Earnings.

If you are a member of Class III, "Disabled" or "Disability" means that, due to sickness, pregnancy or accidental injury, you are receiving Appropriate Care and Treatment from a Doctor on a continuing basis  
and

1. During the Elimination Period you are Totally Disabled;
2. after your Elimination Period, you are unable to earn more than 80% of your Predisability Earnings at your Own Occupation from any employer in your Local Economy.

Your loss of earnings must be a direct result of your sickness, pregnancy or accidental injury. Economic factors such as, but not limited to, recession, job obsolescence, pay cuts and job-sharing will not be considered in determining whether you meet the loss of earnings test.

For an employee whose occupation requires a license, "loss of license" for any reason does not, in itself, constitute Disability.

"Appropriate Care and Treatment" means medical care and treatment that meet all of the following:

1. it is received from a Doctor whose medical training and clinical experience are suitable for treating your Disability;
2. it is necessary to meet your basic health needs and is of demonstrable medical value;
3. it is consistent in type, frequency and duration of treatment with relevant guidelines of national medical, research and health care coverage organizations and governmental agencies;
4. it is consistent with the diagnosis of your condition; and
5. its purpose is maximizing your medical improvement.

"Doctor" means a person who: (i) is legally licensed to practice medicine; and (ii) is not related to you. A licensed medical practitioner will be considered a Doctor:

1. if applicable state law requires that such practitioners be recognized for the purposes of certification of disability; and
2. the care and treatment provided by the practitioner is within the scope of his or her license.

"Own Occupation" means the activity that you regularly perform and that serves as your source of income. It is not limited to the specific position you held with your Employer. It may be a similar activity that could be performed with your Employer or any other employer.

"Local Economy" means the geographic area surrounding your place of residence which offers reasonable employment opportunities. It is an area within which it would not be unreasonable for you to travel to secure employment. If you move from the place you resided on the date you became Disabled, we may look at both that former place of residence and your current place of residence to determine local economy.

### **Work Incentive**

While you are Disabled and Monthly Benefits are being paid to you, you are encouraged to work or participate in a Rehabilitation Program.

If you are a member of Class I, your Monthly Benefit will end on the date you cease or refuse to participate in a Rehabilitation Program approved by your Doctor.

When you work while Disabled, you will receive the sum of the following amounts:

1. your Monthly Benefit; and
2. the amount of your earnings for working while Disabled.

During the 12 month period following your Elimination Period, your Monthly Benefit will be reduced if the total amount you receive from the above sources and Other Income Benefits exceeds 100% of your Predisability Earnings. Your Monthly Benefit will be reduced by that portion of the amount you receive which exceeds 100% of your Predisability Earnings.

After the 12 month period described above, your Monthly Benefit will be reduced by 50% of your earnings from working while Disabled. Your Monthly Benefit will be further reduced if the total amount you receive from the above sources and Other Income Benefits exceeds 80% of your Predisability Earnings. Your Monthly Benefit will be reduced by that portion of the amount you receive which exceeds 80% of your Predisability Earnings.

If your Monthly Benefit is reduced as a result of your receiving earnings from any work or service while Disabled, the Minimum Monthly Benefit will not apply.

"Rehabilitation Program" means:

1. a return to active employment by you on either a part-time or full-time basis in an attempt to enable you to resume gainful employment or service in an occupation for which you are reasonably qualified taking into account your training, education, experience and past earnings; or
2. participating in vocational training or physical therapy. This must be deemed by one of our rehabilitation coordinators to be appropriate.

## **Predisability Earnings**

"Predisability Earnings" means your benefits eligible pay as determined by your Employer, as of the day prior to the date your Disability begins.

Benefits eligible pay is updated each January 1<sup>st</sup>, and is calculated on a yearly basis as of June 30<sup>th</sup> of the prior calendar year. Benefits eligible pay will include:

1. annual base salary as of June 30<sup>th</sup> of the prior year; and
2. commissions paid during the calendar year preceding the prior year; and
3. bonuses paid (excluding any annual discretionary incentive/retention award) during the calendar year preceding the prior year;
4. annual discretionary awards dated in the calendar year that precedes the prior year for the prior calendar year's performance;
5. guaranteed bonus effective in the prior calendar year; and
6. any short term disability benefit paid to commission-only employees in the calendar year that precedes the prior year, and as determined by the Employer for subsequent years.

If you are hired or re-hired on or after June 30<sup>th</sup> of the prior year, your Predisability Earnings is your annual base pay as of your date of hire or re-hire.

If you are a Financial Advisor, your Predisability Earnings is deemed to be \$60,000 in your first year of employment. If you earned more than \$60,000 at a previous employer in the prior year, and want your insurance coverage to represent your prior earnings, you must provide a copy of your previous year's Internal Revenue Service Form W-2 Wage and Tax Statement to your Employer within 30 days after your date of hire.

Predisability Earnings do not include:

1. overtime pay;
2. your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
3. any other compensation.

### **B. Reduction of Benefits - Other Income Benefits**

Your Monthly Benefit is reduced by Other Income Benefits shown below. The Monthly Benefit payable to you:

1. will not be less than the amount shown in Plan Highlights under Minimum Monthly Benefit (except in the case of an Overpayment or while receiving work earnings);
2. will not be further reduced due to cost-of-living increases payable under Other Income Benefits after the correct reduction has been determined;
3. will not be reduced by any reasonable attorney fees included in any award or settlement; and
4. will not be reduced by any sources other than those shown below.

If you receive Other Income Benefits in a lump sum instead of in monthly payments, you must provide to us satisfactory proof of the breakdown of: (i) the amount attributable to lost income; and (ii) the time period for which the lump sum is applicable. If you do not provide this information to us, we may reduce your Monthly Benefit by an amount equal to the Monthly Benefit otherwise payable. We will reduce the Monthly Benefit

each month until the lump sum has been exhausted. However, if we are given proof of the time period and amount attributable to lost income, we will make a retroactive adjustment.

### **List of Sources of Other Income Benefits**

- 1. Federal Social Security Act, Railroad Retirement Act, Canada Pension Plan, or any provincial pension or disability plan, or the Canada Old Age Security Act**
  - a. benefits that you receive because of your disability or retirement will be counted; and
  - b. benefits available with respect to your spouse and dependents (regardless of marital status or their place of residence) because of your disability or retirement will be counted. If you are divorced or legally separated, benefits paid directly to your dependents and not taken into constructive receipt by you will not be counted.

### **Estimating Social Security Benefits**

We reserve the right to reduce your Monthly Benefit by estimating the Social Security disability benefits you may be eligible to receive.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits during the first 24 months of Monthly Benefit payments if, prior to the end of the 6 month period following the date you became disabled:

1. you provide proof that you have applied for Social Security disability benefits;
2. you have signed the Reimbursement Agreement which confirms that you will repay all Overpayments; and
3. you have signed the form authorizing the Social Security Administration to release information on awards directly to us.

If you have not received approval or final denial of your claim from the Social Security Administration by the end of this 24 month period, we will begin reducing your Monthly Benefit by an estimate of Social Security disability benefits. For purposes of this section, final denial of your claim means that you have received a "Notice of Denial of Benefits" from an Administrative Law Judge.

In any case, when you do receive approval or final denial of your claim from the Social Security Administration:

1. your Monthly Benefit will be adjusted; and
2. you must promptly refund to us an amount equal to all Overpayments. If you do not promptly make such a refund to us, we may, at our option, reduce or offset against any future benefits payable to you, including the Minimum Benefit.

### **2. Group Insurance Policies**

Group insurance policies will be counted if the Employer contributes towards them or makes payroll deduction for any of the following:

- a. other group health insurance policies will be counted to the extent that they provide benefits for loss of time from work due to disability; and
- b. a group life policy that provides installment payments for permanent total disability will be counted.

3. **Work Earnings** will not be used to reduce your Monthly Benefit except as described in Work Incentive.

4. **Employer's Retirement Plan**

Benefits for disability and/or retirement that you receive under the Employer's retirement plan will be counted to the extent they are attributable to the Employer's contributions.

Benefits under the Employer's retirement plan that are payable for disability is money which:

- a. is payable under a retirement plan due to a disability as defined in that plan; and
- b. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred. (If the payment does cause such a reduction it will be deemed a retirement benefit as defined below.)

Benefits under the Employer's retirement plan that are payable upon retirement is money which:

- a. is payable under the Employer's retirement plan either in a lump sum or in the form of periodic payments;
- b. is payable upon:
  - i. the later of age 62 or normal retirement age as defined in the retirement plan;
  - ii. early retirement age as defined in the retirement plan. (You must have voluntarily elected to receive payments prior to your normal retirement age); or
  - iii. disability as defined in the retirement plan. (You must have voluntarily elected to receive payment prior to your normal retirement age and such payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred); and

NOTE: You will be considered to have voluntarily elected to receive payments if you file an application for benefits with the Retirement Plan and request the start of payments prior to your normal retirement age.

- c. does not represent contributions made by you. Payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received.

The Employer's Retirement Plan is a plan which provides retirement benefits to Employees and which is not funded wholly by Employee contributions. The term shall not include the following, regardless of the source of contributions:

- a. profit sharing plans;
- b. thrift or savings plans;
- c. non-qualified plans of deferred compensation;
- d. plans under IRC Section 401(k) or 457;
- e. individual retirement accounts (IRA);
- f. tax sheltered annuities (TSA) under IRC Section 403(b);



- g. stock ownership plans; or
- h. Keogh (HR-10) plans.

**5. No-fault Auto Laws**

Only the basic reparations portion for loss of income of a law providing for payments without determining fault in connection with automobile accidents will be counted. Supplemental disability benefits you buy under a no-fault auto law will not be counted.

**6. Other Programs or Plans including:**

- a. a compulsory benefit program of any government which provides payment for loss of time from your job because of your disability will be counted;
- b. any other group disability income plan, fund, or other arrangement, no matter what called, if the Employer contributes toward it or makes payroll deductions for it, will be counted; or
- c. any sick pay or other salary continuation, other than vacation pay, paid to you by the Employer will be counted.

**7. Workers' Compensation or a Similar Law**

Periodic benefits and substitutes and exchanges for periodic benefits will be counted.

**8. Occupational Disease Laws**

**9. Maritime Maintenance & Cure**

**10. Third Party Recovery**

The amount of recovery you receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise.

**11. Unemployment Insurance Law or Program**

**12. Veteran's Benefits**

**Exceptions to Other Income Benefits**

Other Income Benefits will not include:

- 1. group credit or mortgage disability insurance benefits; or
- 2. early retirement benefits not taken into constructive receipt; or
- 3. individual insurance policies.

**C. Supplemental Benefits**

**Survivors Benefit**

If you die while you are receiving benefit payments under This Plan, your spouse or children under age 26 may be eligible for a lump sum Survivors Benefit.

The amount of the Survivors Benefit is equal to 6 times the Monthly Benefit before reductions for Other Income Benefits. The amount of Survivors Benefit payable is reduced by any Overpayment which we are entitled to recover.

We will pay the Survivors Benefit to your Eligible Survivor, if the following conditions are met:

1. you have completed your Elimination Period;
2. you are eligible to receive a Monthly Benefit at the time of death;
3. you have an Eligible Survivor; and
4. proof of your death is provided to us.

An Eligible Survivor is one of the following:

1. your surviving spouse, civil union partner or Domestic Partner; or
2. if there is no surviving spouse, your children or your spouse's children under age 26. The term children also includes adopted children and children placed for adoption until legal adoption. Payment will be divided into equal shares among the eligible children.

**"Domestic Partner"** means each of two people, one of whom is an Employee of the Employer who represent themselves publicly as each other's domestic partner and have:

1. registered as domestic partners or members of a civil union with a government agency or office where such registration is available; or
2. submitted a domestic partner declaration to the Employer.

The domestic partner declaration must be signed by both parties, and establish that:

1. each person is 18 years of age or older;
2. neither person is married;
3. neither person has had another domestic partner within 6 months prior to the date of the declaration;
4. they have shared the same residence for at least 6 months prior to the date of the declaration;
5. they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;
6. they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed for at least 6 months prior to the date of the declaration, and such commitment is expected to last indefinitely; and
7. 2 or more of the following exist as evidence of joint responsibility for basic financial obligations to be submitted to Employer upon request:
  - a. a joint mortgage or lease; and
  - b. designation of the Domestic Partner as beneficiary for life insurance or retirement benefits; joint wills or designation of the Domestic Partner as executor and/or primary beneficiary; and
  - c. designation of the Domestic Partner as durable power of attorney or health care proxy; and

- d. ownership of a joint bank account, joint credit cards; and
- e. other evidence of economic interdependence.

We will pay a Survivors Benefit to your Eligible Survivor on the date one month after the last Monthly Benefit payment was made before your death. However, if there is no Eligible Survivor on the date payment is due to be paid, no payment will be made.

Payment to a minor child may be made to an adult who submits proof satisfactory to us that he/she has assumed custody and support of the child.

### **Conversion Privilege**

You may be eligible to convert to a long term disability conversion plan when your employment ends. This plan only provides coverage for long term disabilities. Evidence of Good Health will not be required. However, you must meet the following conditions:

1. you must have been covered under this Conversion Privilege, or a similar Conversion Privilege under a plan that This Plan replaced, for at least 12 months prior to the date your employment ends;
2. your coverage under This Plan must end as a result of termination of your employment with the Employer, other than as a result of retirement; and
3. you apply in writing and pay the first premium for the long term disability conversion plan within 31 days after your coverage under This Plan ends.

The maximum Monthly Benefit amount you may convert is \$3,000.

This Conversion Privilege is not available to you if:

1. your coverage under This Plan ends for any of the following reasons:
  - a. This Plan ends;
  - b. This Plan is amended to exclude the class of Employees to which you belong;
  - c. you no longer belong to a class of Employees eligible for coverage under This Plan;
  - d. you retire; or
  - e. you do not make a payment which is required by the Employer to the cost of This Plan.
2. you are Disabled under the terms of This Plan; or
3. you become covered under any other long term disability plan within 31 days after your coverage under This Plan ends.

The conversion coverage will become effective on the day after your coverage under This Plan ends. The format, benefits provided, premium, and other terms of the conversion coverage may differ from those provided under This Plan. We reserve the right to have the conversion coverage issued by another insurance company.

#### **D. Temporary Recovery**

Once benefits become payable under This Plan, you may Temporarily Recover from your Disability. If you become Disabled again due to the same or related condition, you may not have to begin a new Elimination Period.

Once you have satisfied your Elimination Period, a period of Temporary Recovery is your return to work for less than 6 months for each period of Temporary Recovery.

During the Temporary Recovery you will not qualify for any change in coverage caused by a change in any of the following:

1. the rate of earnings used to determine your Predisability Earnings; or
2. the terms, provisions, or conditions shown in your Certificate of Insurance.

If your recovery lasts longer than the Temporary Recovery period allowed, when you become Disabled again you will have to begin a new Elimination Period.

#### **E. Concurrent Disability**

If a new Disability occurs while Monthly Benefits are payable, it will be treated as part of the same period of Disability. Monthly Benefits will continue while you remain Disabled. They will be subject to both of the following:

1. the Maximum Benefit Duration; and
2. Limitations and Exclusions that apply to the new cause of Disability.

#### **F. Limitations**

##### **Limitation for Pre-existing Conditions**

You may be Disabled due to a Pre-existing Condition. No benefits are payable under This Plan in connection with that Disability unless your Elimination Period starts after you have been an Active Employee under This Plan for 12 consecutive months.

A Pre-existing Condition is an injury, sickness, or pregnancy for which you in the 3 months before the Effective Date of your coverage:

1. received medical treatment, consultation, care, or services;
2. took prescription medications or had medications prescribed; or
3. had symptoms or conditions which would cause a reasonably prudent person to seek diagnosis, care, or treatment.

If you cannot satisfy the above limitation and you were covered under the plan that This Plan replaced at the time of transfer, benefits may be payable under This Plan. We will give consideration towards the continuous time you were covered under the prior plan and This Plan. If you then satisfy the above limitation, the maximum Monthly Benefit payable under This Plan will not exceed the lesser of: (i) the Maximum Benefit under This Plan; and (ii) the maximum benefit under the prior plan.

## **Limitation For Disabilities Due to Particular Conditions**

### **Limitation for Disability due to Mental or Nervous Disorders or Diseases**

Monthly Benefits are limited to 24 months during your lifetime if you are Disabled due to a Mental or Nervous Disorder or Disease, unless the Disability results from:

1. schizophrenia;
2. bipolar disorder;
3. dementia; or
4. organic brain disease.

"Mental or Nervous Disorder or Disease" means a medical condition of sufficient severity to meet the diagnostic criteria established in the current Diagnostic And Statistical Manual Of Mental Disorders. You must be receiving Appropriate Care and Treatment for your condition by a mental health Doctor.

In no event will Monthly Benefits be payable longer than the Maximum Benefit Duration shown in the Plan Highlights.

If you are confined in a Hospital or Institution for treatment at the end of the 24 month period, your Benefits will continue until the date you are discharged.

### **Limitation For Alcohol, Drug or Substance Abuse or Dependency**

If you are Disabled due to alcohol, drug or substance abuse or dependency, Monthly Benefits are limited to one period of Disability during your lifetime. You must be participating in an available rehabilitative program recommended by a Doctor. An available rehabilitative program is a program available to you through either: (i) another group plan of your Employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to you. In no event will Monthly Benefit payments be made beyond the earlier of:

1. the first 24 months of Disability, including the Elimination Period;
2. the date you are no longer participating in the rehabilitative program;
3. the date you refuse to participate in an available rehabilitative program; or
4. the date you complete the rehabilitative program.

If you are confined in a Hospital or Institution for treatment at the end of the 24 month period, your Benefits will continue until the date you are discharged.

## **G. Exclusions**

This Plan does not cover any Disability which results from or is caused by or contributed to:

1. active participation in a riot;
2. intentionally self-inflicted injuries or attempted suicide; or
3. committing a felony; or
4. war, whether declared or undeclared, or act of war, insurrection or rebellion, unless such Disability was caused or contributed to by your active duty service in any branch of the military of the United States including active duty service in the National Guard of the United States or active duty service in any reserve component of the military of the United States.

“Participation” means all forms of taking part in, except actions taken in defense of:

1. public or private property;
2. yourself; or

unless such actions are taken against persons seeking to maintain or restore law and order.

“Riot” means all forms of public violence, disorder or disturbance of the peace by three or more persons. It does not matter whether:

1. there was common intent; or
2. there was intent to damage any person or property, or to break the law.

Form G.24303-1  
as amended by GCSCR04-1/ctg, GCR02-dp and GCSCR16-03

## **TERMINATION OF COVERAGE**

**This provision applies to you if you are not Disabled.**

You will cease to be covered on the earliest of the following dates:

1. the date This Plan terminates;
2. the date you cease to be an Eligible Employee;
3. the date you stop making any required contributions;
4. the date you go on strike or are locked out; or
5. the date you are laid-off.

### **Approved Leave of Absence**

Your Employer may continue your coverage for an approved leave of absence by paying the required premium payments. Coverage may continue until the earliest of:

1. the date the Employer stops paying the required premium;
2. the date the leave ends; or
3. the last day of the month in which your leave of absence begins.

In the event the leave qualifies under the Family and Medical Leave Act of 1993 (FMLA), the period may be extended for a period agreed to by you and your Employer. It may not exceed 12 weeks following the date the leave begins. Your Employer must continue to pay the required premium.

In Connecticut, the FMLA period can be up to 16 weeks in any 12-month period following the date the leave of absence begins.

## **Reinstatement of Coverage**

If your coverage ends, you may become covered again as an Eligible Employee. Coverage is subject to the following:

1. If your coverage ends because you cease to be an Eligible Employee, and if you become an Eligible Employee again, your coverage will be automatically reinstated through auto enrollment unless you decline automatic enrollment.
2. If your coverage ends because you cease making the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, you will become an Eligible Employee again within 31 days of the earlier of:
  - a. the end of the period of leave you and your Employer agreed upon; or
  - b. the end of the 12 week period following the date your leave began;you will not have to provide Evidence of Good Health.
3. In all other cases, if your coverage ends because you fail to make the required contribution, you must provide Evidence of Good Health to become covered again.
4. If you become covered again as described in 1. and 2. above, the Pre-existing Condition Limitation will be applied as if there had been no gap in coverage.

Form G.24303-D

## **EXTENSION OF BENEFITS**

### **This provision applies if your coverage ceases while you are Disabled.**

During your Elimination Period your coverage will continue while you are continuously Disabled until the end of your Elimination Period. Benefits will begin after the end of your Elimination Period. Your coverage will continue in either of the following situations:

1. This Plan terminates; or
2. you cease to be an Eligible Employee but required payments are made to us.

Benefits are payable if your Disability began while coverage was in force and continues without interruption after termination.

Extension of benefits beyond the period coverage was in force is limited to the Maximum Benefit Duration. Extension of benefits is subject to all of the following:

1. your Elimination Period; and
2. payment of any required contributions; and
3. all other applicable provisions of This Plan.

Form G.24303-C

## CLAIMS

### Notice of Disability

Notify us of your Disability as soon as you are able.

To notify us you may call us directly. You may obtain this phone number from your Employer. You will be instructed on how to give proof of Disability. You will be required to answer all questions concerning your Disability.

If you do not receive statements or instructions within 15 days after you have notified us, you may submit your statement in a letter.

### Proof of Disability

Provide proof of Disability within 3 months after the end of your Elimination Period.

No benefits are payable for claims submitted more than one year after the date of Disability. However, you can request that benefits be paid for late claims if you can show that:

1. it was not reasonably possible to give written proof of Disability during the one year period; and
2. proof of Disability satisfactory to us was given to us as soon as was reasonably possible.

### Documentation

At your expense, you must provide documented proof of your Disability. Proof includes, but is not limited to:

1. the date your Disability started;
2. the cause of your Disability; and
3. the prognosis of your Disability.

You will be required to provide signed authorization for us to obtain and release medical and financial information, and any other items we may reasonably require in support of your Disability.

These will include but are not limited to:

1. proof of continuing Disability;
2. proof you have applied, or are not eligible, for Other Income Benefits. If you do not provide proof you have applied for Other Income Benefits, we may reduce your Monthly Benefit. The reduction will be based on our estimate of what you would be eligible to receive through proper and timely pursuit;
3. proof that you applied for Social Security disability benefits until denied at the Administrative Law Judge level; and
4. proof you have applied for Workers' Compensation benefits or benefits under a similar law. If you do not provide proof that you have applied for these benefits, we may reduce your Monthly Benefit. The reduction will be based on our estimate of what you would be eligible to receive through proper and timely pursuit.

If you do not provide satisfactory documentation within 60 days after the date we ask for it, your claim may be denied.



## **Method of Payment**

When we determine you are Disabled:

1. Monthly Benefits are paid one month after you qualify for them. Such benefits will be paid on a monthly basis thereafter.
2. Benefits will be paid to you. However, benefits unpaid at your death will be paid to:
  - a. your spouse, Domestic Partner or civil union partner, if living; otherwise
  - b. your children, if living, divided equally;
  - c. your estate. If benefits are payable to your estate, we may pay up to \$1,500 to someone related to you by blood, by marriage, or by recognized partnership whom we deem entitled to this amount. We will be discharged to the extent of any payment made in good faith.
3. Monthly Benefits due for a period of less than a month will be paid as a fraction of the Monthly Benefit payable, calculated as: 1 divided by the number of days in the month.

## **Right To Recover Overpayments**

We have the right to recover from you any amount that we determine to be an Overpayment. You have the obligation to refund to us any such amount. Our rights and your obligations in this regard are also set forth in the reimbursement agreement you are required to sign when you become eligible for benefits under This Plan. This agreement: (i) confirms that you will repay all Overpayments; and (ii) authorizes us to obtain any information relating to Other Income Benefits.

An Overpayment occurs when we determine that the total amount paid by us on your claim is more than the total of the benefits due under This Plan. This includes any Overpayments resulting from:

1. retroactive awards received from sources shown in the List of Other Income Benefits;
2. fraud; or
3. any error we make in processing your claim.

The Overpayment equals the amount we paid in excess of the amount we should have paid under This Plan. In the case of a recovery from a source other than This Plan, our Overpayment recovery will not be more than the amount of the recovery.

You have the right to appeal any Overpayment recovery.

An Overpayment also occurs when payment is made by us that should have been made under another group plan. In that case, we may recover the payment from one or more of the following:

1. any other insurance company;
2. any other organization; or
3. any person to or for whom payment was made.

We may, at our option, recover the Overpayment by:

1. reducing or offsetting against any future benefits payable to you or your survivors;

2. stopping future benefit payments (including Minimum Benefits) which would otherwise be due under This Plan. Payments may continue when the Overpayment has been recovered; or
3. demanding an immediate refund of the Overpayment from you.

### **Legal Actions**

No legal action of any kind may be filed against us:

1. within the 60 days after proof of Disability has been given; or
2. more than three years after proof of Disability must be filed. This will not apply if the law in the area where you live allows a longer period of time to file proof of Disability.

### **Medical Examinations**

We will have the right to have you examined at reasonable intervals by medical specialists of our choice. The examination will be at our expense. Failure to attend a medical examination or cooperate with the medical examiner may be cause for denial or suspension of your benefits.

### **Incontestability of Coverage**

This Plan cannot be declared invalid after it has been in force for 2 years. It can be declared invalid due to non-payment of premium.

No statement of health used by any person to get coverage can be used to declare coverage invalid if the person has been covered under This Plan for 2 years. In order to use a statement of health to deny coverage before the end of 2 years, it must have been signed by the person. A copy of the signed statement must be given to the person or the person's beneficiary.

### **Assignment**

You may not assign your benefits. This means that you may not give or transfer your benefits to anyone else.

### **Workers' Compensation**

This Plan is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance or any government mandated temporary disability income benefits law.

Form G.24303-E

**THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION.**

## **SPECIAL SERVICES**

### **SOCIAL SECURITY ASSISTANCE PROGRAM**

If you become Disabled MetLife provides you with assistance in applying for Social Security disability benefits. Before outlining the details of this assistance, you should understand why applying for Social Security disability benefits is important.

#### **Why You Should Apply For Social Security Disability Benefits**

Both you and your Employer contribute payroll taxes to Social Security. A portion of those tax dollars are used to finance Social Security's program of disability protection. Since your tax dollars help fund this program, it is in your best interest to apply for any benefits to which you may be entitled. Your spouse and children may also be eligible to receive Social Security disability benefits due to your Disability.

There are several reasons why it may be to your financial advantage to receive Social Security disability benefits. Some of them are:

**1. Avoids reduced retirement benefits**

Should you become disabled and approved for Social Security disability benefits, Social Security will freeze your earnings record as of the date Social Security determines that your disability has begun. This means that the months/years that you are unable to work because of your disability will not be counted against you in figuring your average earnings for retirement and survivors benefit.

**2. Medicare Protection**

Once you have received 24 months of Social Security disability benefits, you will have Medicare protection for hospital expenses. You will also be eligible to apply for the medical insurance portion of Medicare.

**3. Trial Work Period**

Social Security provides a trial work period for the rehabilitation efforts of disabled workers who return to work while still disabled. Full benefit checks can continue for up to 9 months during the trial work period.

**4. Cost of Living Increases Awarded by Social Security Will Not Reduce Your Disability Benefits**

MetLife will not decrease your Disability benefit by the periodic cost of living increases awarded by Social Security. This is also true for any cost of living increases awarded by Social Security to your spouse and children.

This is called a Social Security "freeze." It means that only the Social Security benefit awarded to you and your dependents will be used by MetLife to reduce your Disability benefit; with the following exceptions:

- a. an error by Social Security in computing the initial amount;
- b. a change in dependent status; or
- c. your Employer submitting updated earnings records to Social Security for earnings received prior to your Disability.

Over a period of years, the net effect of these cost of living increases can be substantial.

## **How MetLife Assists You in the Social Security Approval Process**

As soon as you are approved for Disability benefits, MetLife begins assisting you with the Social Security approval process.

### **1. Contact Prior to Application For Social Security Disability Benefits**

Before you even apply for Social Security disability benefits, we will help you determine the best time to apply for Social Security disability benefits. A MetLife Case Management Specialist begins assisting you with the application process at that time. The Specialist personally contacts you by phone to explain, in detail, how to apply for Social Security disability benefits and the advantages of doing this. We provide you with a list of items needed by Social Security in order to complete your claim.

### **2. Assistance Throughout the Application Process**

MetLife has a dedicated team of Social Security Specialists. These Specialists, many of whom have worked for the Social Security Administration, are also located within our Claim Department. They provide expert assistance upfront and help guide you through the application process.

### **3. Guidance Through Appeal Process by Social Security Specialists**

Social Security disability benefits may be initially denied, but are often approved following an appeal. If your benefits are denied, our dedicated team of Social Security Specialists provide expert assistance on an appeal if your situation warrants continuing the appeal process. They guide you through each stage of the appeal process. These stages may include:

- a.** Reconsideration by the Social Security Administration
- b.** Hearing before an Administrative Law Judge
- c.** Review by an Appeals Council established within the Social Security Administration in Washington, D.C.
- d.** A civil suit in Federal Court

### **4. Social Security Attorneys and Vendors**

Depending on your individual needs, MetLife may provide a referral to an attorney or vendor who specializes in Social Security law. The cost for these attorneys is deducted from the amount you must repay to us if the retroactive Social Security disability benefits you later receive result in MetLife having paid more Disability benefits than we should have paid.

## EARLY INTERVENTION PROGRAM

The MetLife Early Intervention Program is offered to all covered Employees, and your participation is voluntary. The program helps identify early those Employees who might benefit from vocational analyses and rehabilitation services before they are eligible for Long Term Disability Benefits. Early rehabilitation efforts are more likely to reduce the length of your disability and help you return to work sooner than expected.

If you cannot work, or can only work part-time due to a disability, your Employer will notify MetLife. Our Rehabilitation Coordinators may be able to assist you by:

1. Reviewing and evaluating your disabling condition, even before a claim for Long Term Disability Benefits is submitted (with your consent);
2. Designing individualized return to work plans that focus on your *abilities*, with the goal of return to work;
3. Identifying local community resources;
4. Coordinating services with other benefit providers, including: medical carrier, short term disability carrier\*, workers' compensation carrier, and state disability plans;
5. Monitoring return to work plans in progress and modifying them as recommended by the attending physician (with your consent).

Our assistance is offered at no cost to either you or your Employer.

- \* If you also have MetLife Short Term Disability coverage or Salary Continuance Plan Management, these services are provided automatically. Notification by your Employer is not necessary.

## RETURN TO WORK PROGRAM

### Goal of Rehabilitation

The goal of MetLife is to focus on Employees' **abilities**, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what Employees **can do** versus what they can't, we can assist you in returning to work sooner than expected.

### Incentives For Returning To Work

Your disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many Employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable but you do not participate in the Return to Work Program, your Disability benefits may cease.

### Vocational Rehabilitation Services

As a covered Employee you are automatically eligible to participate in our Return to Work Program. The Program focus is vocational rehabilitation, which means identifying the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities.

There is no additional cost to you for the services we provide, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

**1. Vocational Analyses**

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your Employer.

**2. Labor Market Surveys**

Studies to find jobs available in your locale that would utilize your abilities and skills.

**3. Retraining Programs**

Programs to facilitate return to your previous job, or to train you for a new job.

**4. On-Site Job Analyses**

Analyses to determine what modifications may be made to maximize your employment opportunities.

**5. Job Modifications/Accommodations**

Changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your Employer under the Americans With Disabilities Act (ADA).

**6. Training in Job Seeking Skills**

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

**Rehabilitation Staff**

The Case Management Specialist handling your claim will begin the rehabilitation process. You may be referred to our professional Rehabilitation staff that includes Registered Nurses and vocational rehabilitation coordinators. Registered Nurses might address how your medical condition impacts your ability to return to work. Vocational rehabilitation coordinators will focus on identifying how your abilities can be best applied to either your previous job or a new job.

These rehabilitation specialists will contact you personally. They will coordinate their activities with your medical carrier and/or attending physician for a broad understanding of your diagnosis, prognosis, and expected return to work date.

**Rehabilitation Vendor Specialists**

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; MetLife pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. Attending physician's evaluation and recommendations;
2. Your individual vocational needs; and
3. Vendor's credentials, specialty, reputation, and experience.

When working with vendors, you and your Doctor still maintain control and direction of the case.